

## TERMS OF USE

Last Updated: 29 November 2022

### 1. Acceptance of These Terms

GITC Pte. Ltd. 1 Kim Seng Promenade, #14-12 Great World City, Singapore 237994 ("GITC," "we," "us," and "our") operates this agricultural trading website [www.gitc.sg](http://www.gitc.sg) (the "Site," including all subdomains) and these terms of use (the "Terms") apply to your registration and govern your access to use of Site.

You will be required to register and sign in to Site to use it. These Terms apply to your use of Site. This Site allows registered account holders ("Registered Users") of the site to buy and sell agricultural commodities.

Specific features of the Site may have additional rules and terms associated with them, and such additional rules and terms will be prominently posted or otherwise made available to each user ("you" and "your," including any entity you represent) and are incorporated herein by reference.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN YOU AND GITC. BY USING THIS SITE, YOU UNCONDITIONALLY AGREE TO BE BOUND BY THESE TERMS, INCLUDING ALL EXCLUSIONS AND LIMITATIONS OF LIABILITY HEREIN, AND WARRANT THAT YOU HAVE FULL AUTHORITY AND CAPACITY, LEGAL AND OTHERWISE, TO USE THE SITE. YOU MAY NOT ACCESS OR USE THIS SITE IF YOU DO NOT AGREE TO ANY PART OF THESE TERMS.

THESE TERMS LIMIT THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE AND REQUIRE THAT ALL DISPUTES BE RESOLVED THROUGH BINDING ARBITRATION. THIS MEANS THAT YOU AGREE TO RESOLVE DISPUTES INDIVIDUALLY ACCORDING TO THE ARBITRATION PROVISIONS BELOW RATHER THAN IN A COURT OF LAW OR THROUGH A CLASS ACTION LAWSUIT.

You must be at least 18 [eighteen] years of age to use this Site. By using this Site, you represent that you are at least 18 [eighteen] years of age.

If you do not agree to these Terms, please do not register for, or use, the Site.

If you have any complaints or are dissatisfied with the service you receive in relation to your use of the Sites, please contact us at [office@gitc.sg](mailto:office@gitc.sg), and we will do our best to address your concerns.

### 2. User Accounts

To register on Site, you must be over eighteen years of age. Upon registering on Site, you are considered a "Registered User" of the Site. You represent that all information you submit when creating an account is true and accurate, and you promise to update and maintain the accuracy of this information at all times. Each Registered User is the sole authorized user of his or her account. Registered Users are responsible for keeping their passwords and account access information confidential. Therefore, you should take measures to restrict access to your account and to any devices from which you access your account. As a Registered User, you are responsible for all activities that occur under your account, and you acknowledge that GITC is not responsible for unauthorized access to your account that results from theft or misappropriation of your account or password. Registered Users are prohibited from assigning or otherwise transferring their accounts

and passwords to others. You must notify us immediately if you know of or suspect that an unauthorized use or other breach of security of your account or the Site has occurred. We may not be held liable for any loss or damage that may arise from your failure to maintain the security of your account. You may delete your account at any time and for any reason by following the instructions on the Site. We retain the right to suspend or terminate your account at any time and for any reason.

### **3. Acceptable Use Policy**

By registering and signing in to Site you agree to use the Site in compliance with these Terms and all applicable rules and regulations, including the local, state, national, and international laws that apply to your jurisdiction. We are based in Singapore. We make no claim that the Site will be legal or accessible outside of the Singapore. You agree and acknowledge that your use of this Site results in you sending electronic interstate transmissions through our computer network, and such transmissions may include, but are not limited to, any searches, file uploads, posts, instant messages, or emails.

The following uses of the Site are prohibited unless we have intended to provide you with access or have provided you express written permission to the contrary:

- a. Using the Site in a manner that causes, or may cause, damage to the Site or in a way that impairs visitors' abilities to access or use the Site, including using the Site in a manner or for a purpose that is unlawful or fraudulent;
- b. Using the Site in order to copy, store, upload, publish, use, transmit, host, or distribute anything consisting of or linked to any computer virus, spyware, rootkit, worm, keystroke logger, or other malicious computer software or software that may destroy, damage, or alter a computer system;
- c. Conducting any systematic or automated data collection on or related to the Site or its users without their consent, including, without limitation, data mining, data extraction, scraping, data harvesting, "framing," or article "spinning";
- d. Using the Site to collect, harvest, or compile information or data regarding other users of the Site without their consent;
- e. Using software or automated agents or scripts to generate automated searches, requests, or queries on the Site or to mine data from the Site, provided, however, that operators of public search engines have our revocable permission to copy materials from the Site for the sole purpose of and only to the extent necessary for creating public search indices, but not caches or archives of such materials;
- f. Transmitting or sending unsolicited communications, commercial or otherwise, or conducting any marketing activities, including using the Site to send spam, pyramid schemes, or chain letters;
- g. Republishing (including on another website), duplicating, copying, redistributing, selling, leasing, transferring, hosting, renting, or licensing any part of the Site or otherwise commercially exploiting content, whether in whole or in part, on the Site;
- h. Editing, modifying, making derivative works of, reverse engineering, or reverse compiling any information, content, systems, on the Site;

- i. Accessing the Site in order to create a similar or competitive business, product, service, or website;
- j. Collecting, transmitting, distributing, uploading, or displaying any content or otherwise using the Site in a manner that (i) violates the rights of any third party, including any intellectual property rights or rights to privacy, (ii) is unlawful, tortious, threatening, vulgar, defamatory or libelous, pornographic, obscene, patently offensive, racist, or promotes physical harm or injury, (iii) causes or may cause harm to minors in any way, (iv) impersonates another individual or organization or otherwise misrepresents affiliation with another person or entity without permission, (v) constitutes any prohibited content that offends against, is objectionable to, or is contrary to the public interest, public morality, public order, public and national security or is otherwise prohibited by any applicable Singapore law, regulation, procedure, order or requirement;
- k. Interfering with, disrupting, or overburdening servers or networks connected to the Site;
- l. Gaining or attempting to gain unauthorized access by any means to any part of the Site or to computers or networks connected to the Site;
- m. Interfering with or negatively affecting another user's normal use and enjoyment of the Site.

#### **4. User Accounts**

To register on Site, you must be over eighteen years of age. Upon registering on Site, you are considered a "Registered User" of the Site. You represent that all information you submit when creating an account is true and accurate, and you promise to update and maintain the accuracy of this information at all times. Each Registered User is the sole authorized user of his or her account. Registered Users are responsible for keeping their passwords and account access information confidential. Therefore, you should take measures to restrict access to your account and to any devices from which you access your account. As a Registered User, you are responsible for all activities that occur under your account, and you acknowledge that GITC is not responsible for unauthorized access to your account that results from theft or misappropriation of your account or password. Registered Users are prohibited from assigning or otherwise transferring their accounts and passwords to others. You must notify us immediately if you know of or suspect that an unauthorized use or other breach of security of your account or the Site has occurred. We may not be held liable for any loss or damage that may arise from your failure to maintain the security of your account. You may delete your account at any time and for any reason by following the instructions on the Site. We retain the right to suspend or terminate your account at any time and for any reason.

#### **5. User Content**

"User Content" means any material, that you or other visitors submit or transmit in any manner to the Site for any purpose, whether publicly posted or privately transmitted, and includes, but is not limited to, any text, images, audio material, video material, and audio-visual material. You hereby represent and warrant that the User Content you submit does not violate our Acceptable Use Policy stated herein.

You are prohibited from submitting any User Content that is illegal, unlawful, or infringes on the legal rights of any third party. Furthermore, you may not submit User Content that has ever been the subject of any actual or threatened legal proceedings or any User Content that may give rise to a legal action under any applicable law, whether against you, us, or a third party.

You may be subject to liability if you submit User Content without the authority to do so.

We do not monitor the submission or publication of User Content on the Site and are not responsible for the User Content. We do not endorse or support any User Content or the opinions contained therein and do not guarantee the truthfulness, accuracy, suitability, or reliability of any User Content or other communications submitted or published on the Site. You agree that we are not responsible for any loss or damage you may incur as a result of interacting with others on the Site, and we are under no obligation to become involved in any such disputes. You may not represent that we have provided, endorsed, or supported the User Content you submit. Your use or reliance on any User Content is at your own risk. You assume all risks associated with the User Content you submit, including any reliance on the User Content and the risk of disclosure of the User Content that may identify you personally to a third party. You understand and accept that by using the Site you may be exposed to User Content that is offensive, inaccurate, deceptive, harmful, or otherwise inappropriate.

User Content may be subject to specific rules and limitations we post or communicate to you from time to time. You agree to only submit User Content conforming to such rules and limitations.

We may remove, edit, or delete any User Content submitted, hosted, or stored on the Site or our servers without providing you with prior notice. We are not obligated to store or back up any User Content. Therefore, you are responsible for creating backup copies of any User Content you wish to keep.

Under no circumstances may GITC be held liable in any way for any User Content, including, but not limited to, for any errors or omissions in the User Content or for any loss or damage of any kind that may occur as a result of any User Content submitted, published, or otherwise made available on the Site or elsewhere.

## **6. Enforcement of Acceptable Use Policy**

We reserve the right to review and investigate your use of the Site and to take any appropriate action against you that we determine is necessary in our sole discretion should you violate these Terms or otherwise create liability, loss, or damage for us, our Site visitors, or a third party. Such action may include, but is not limited to, restricting your account privileges or terminating your account, initiating proceedings to recover any losses and reporting you to law enforcement authorities.

## **7. Third-Party Resources**

The Site may contain links and advertisements to third-party websites and services (collectively, "Third-Party Resources"). You agree and acknowledge that Third-Party Resources are not under our control and we are not responsible for the content, products, or services they provide. We provide access to Third-Party Resources only as a convenience to you and do not monitor, endorse, warrant, or make any representations regarding Third-Party Resources. It is your sole responsibility to exercise appropriate caution and discretion when using Third-Party Resources, and you acknowledge that you assume all risks that arise from such use.

## **8. Modification of Site**

We reserve the right to modify, add to, suspend, or terminate all or part of the Site at any time with or without providing prior notice to you.

You agree that we are not liable for using or enforcing the rights stated in this paragraph. Unless we indicate otherwise, any future modifications to the Site are subject to these Terms.

## **9. Support or Maintenance**

Although we may choose to provide customer support or website maintenance, you acknowledge and agree that we are under no obligation to do so.

## **10. Restricted Access**

Some parts of the Site may be restricted to certain visitors. If you have permission to access restricted parts of the Site, you agree to not share your access information and password with third parties. We may change the restricted parts of the Site from time to time. If you do not have access to restricted parts of the Site, you agree not to use another user's account to gain such access or otherwise attempt to gain improper access to the restricted parts of the Site.

## **11. Cookies**

This website uses cookies. Cookies store information related to visitors' preferences, browser type, and other information in order to optimize their experiences. By using this Site, you acknowledge your understanding of and consent to GITC use of cookies. You may delete cookies already on your computer by consulting the instructions for your file management software. You may also disable future cookies in your browser settings. Please note, however, that disabling cookies may prevent or impair your ability to access and fully make use of certain areas of the Site.

## **12. Privacy**

We manage the collection, use, and security of your personal information according to our Privacy Policy, incorporated herein by reference. By using this Site, you consent to our collection and use of your personal information as set forth in the Privacy Policy.

At times we may need to send you communications related to the Site. Such communications are considered part of the Services, and you may not be able to opt out of receiving them.

We reserve the right to access and disclose the information and User Content you submit to the Site if required to do so by law or if we have a reasonable, good-faith belief that doing so is necessary for (i) responding to requests for customer service, (ii) addressing fraud, security, or technical issues, (iii) protecting the rights, property, and safety of GITC, its users, and the public, (iv) responding to legal claims and processes, or (v) enforcing these Terms, including investigating potential violations.

## **13. GITC Rights and Ownership**

Unless otherwise stated, GITC and its permitted licensors own all intellectual property rights in the Site and its contents, excluding User Content.

These rights include, but are not limited to, ownership of all text, graphics, images, logos, copyrighted material, trademarks, patents, software, and other distinctive brand features displayed on the Site, including the compilation of any of the foregoing items. Except for the limited rights granted by these Terms, neither these Terms nor your use or access to the Site give you or any third party any intellectual property rights. We reserve all rights not explicitly granted by these Terms, which do not grant any implied licenses. All copyrights, trademarks, and other intellectual property notices on the Site or Services must be retained on all copies thereof. You may not publish, reverse engineer, modify, distribute, transmit, sell, create derivative or plagiaristic works of, or use or exploit for any commercial reason, whether in whole or in part, any of the content on the Site other than your own User Content without our express prior written consent or the consent of any third-party owners of the content. Site content is not for resale under any circumstances.

## **14. Copyright Policy**

We expect you to respect the intellectual property rights of others when using the Site. We will respond to any notices of copyright infringement that we receive that comply with applicable law and are properly submitted to us. In order to submit a notice of infringement of your copyrighted material, please provide us with the following information:

- a. A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- b. Identification of the copyrighted work or works claimed to have been infringed;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- d. Your contact information, including your address, telephone number, and an email address, if available;
- e. A statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We may remove any content that is alleged to be infringing at our sole discretion without prior notice and without liability to you. We also reserve the right to take other appropriate action against infringers, such as terminating the user's account if the user is determined to be a repeat infringer. Please send any notice of alleged copyright infringement to our designated copyright agent at the following address:

GITC Pte. Ltd.  
1 Kim Seng Promenade,  
#14-12 Great World City,  
Postcode 237994,  
Singapore  
Email: office@gitc.sg

Any material misrepresentation in a written notification that content is infringing or that allegedly infringing content was removed by mistake or misidentification automatically subjects the complaining party to liability for damages, including costs and attorney's fees incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by us, if injured by such misrepresentation.

## **15. Sales Policies**

Commodities shall be sold and purchased as per Federation of Oils, Seeds and Fats Associations Limited (FOSFA International) and/or the Grain and Feed Trade Association (GAFTA) and/or other commodities associations standard contract and Rules at our sole discretion as well as pursuant to separate Sales Policies which may be adopted by us at our sole discretion.

## **16. Disclaimers**

This section only applies to the maximum extent permitted by applicable law. **The site is provided to you on an "as-is" and "as available" basis, without any representations or warranties with regard to the content provided on the site. we, our subsidiaries, officers, employees, contractors, affiliates, partners, suppliers, agents, and licensors expressly disclaim any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement.** This includes, without limitation to the foregoing, no warranty that the Site or its content will be constantly available or available at all, uninterrupted, useful, true, accurate, non-misleading, timely, reliable, complete, error-free, free of omissions, secure, free of viruses or other harmful code, legal, or safe. no information, whether oral or written, obtained from us or through the site or services will create any warranty not expressly made herein.

Your use of this site is at your sole risk and we assume no responsibility for harm to your computer system, loss of data, the deletion of information you transmit on the site, or the deletion or failure to store or transmit user content or personalization settings that may result from your access to or use of the site. you hereby waive any and all claims and causes of action that may cause damage to your computer or internet access.

Nothing on this site constitutes, is meant to constitute, or may be used as advice of any kind, including, but not limited to, legal, financial (including trading or investment purposes), or medical advice. we encourage you to consult the appropriate professional should you require legal, financial, medical, or other professional advice.

### **17. Limitation of Liability**

To the maximum extent permitted by applicable law, GITC, including its subsidiaries, officers, employees, contractors, affiliates, partners, suppliers, agents, and licensors, may not be held liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, good-will, or other intangible losses, resulting from (i) your access to or use of or inability to access to Site; (ii) the cost of procuring substitute goods or services; (iii) any conduct or content of any third party on the Site, including without limitation, any defamatory, offensive, or illegal conduct of other users or third parties; (iv) any content obtained from the Site; (v) unauthorized access, use, or alteration of your transmissions or content; or (vi) other matters related to the Site. These limitations apply even if we have been expressly advised of the potential loss or liability.

You agree that our affiliates, partners, suppliers, agents, and licensors will have no liability of any kind arising from or relating to your use of the Site or services. you further agree not to bring any claim personally against our subsidiaries, officers, employees, contractors, agents, affiliates, partners, suppliers, or licensors.

### **18. Indemnity**

You agree to indemnify, defend, and hold harmless GITC and its subsidiaries, officers, employees, contractors, agents, affiliates, partners, suppliers, and licensors, including, but not limited to, costs and attorney's fees, from any claim or disputes by a third party arising out of your use of the Site, violation of these Terms, violation of applicable law, or your posting, modifying, or otherwise transmitting User Content through the Site. We reserve the right, at your expense, to assume exclusive control over the defense of any claim or dispute for which you must indemnify us. You agree to cooperate fully with us in defending such claims or disputes, and you agree not to settle any such claims or disputes without our prior written consent. We will make a reasonable effort to provide you with notice of any such claim or dispute once we receive notice.

## **19. Release**

In the event you have a dispute arising out of, directly or indirectly, these Terms or your use of the Site, you hereby release and forever discharge us, including our subsidiaries, officers, employees, contractors, agents, affiliates, partners, suppliers, and licensors, from all related claims, actions, demands, disputes, damages, and liabilities, whether past, present, or future.

## **20. Termination**

We may suspend or terminate your access to the Site at any time and for any reason or no reason at all, with or without notice, at our sole discretion. This may result in deletion of information associated with your account. You may also terminate your account by deactivating it or by submitting a termination request and discontinuing your use of the Site. Your account may be deactivated if it experiences a prolonged period of inactivity. Your User Content may also be deleted in the event your access is terminated. Where applicable, all rights and responsibilities of the parties under these Terms will survive the termination of this agreement, including, without limitation, intellectual property ownership, warranties, disclaimers, and limitations of liability.

## **21. Modification of These Terms**

We may modify or update these Terms from time to time at our sole discretion. All updates will be effective from the time and date that they are posted. We recommend checking this page regularly for any updates. Your continued use of the Site signifies your acceptance of the updates that occur. We may send you notice of updates to these Terms, including, but not limited to, by email, posting on the Site, or other reasonable means.

## **22. Violations of These Terms**

Should you breach these Terms, we may take any and all actions we deem appropriate in our sole discretion under the circumstances, including, but not limited to, suspending, blocking, or terminating your access to the Site and your account. We may also choose to remove your User Content.

## **23. General Terms**

*a. Entire Agreement* These Terms and our Privacy Policy represent the entire and exclusive agreement between you and GTC regarding your use of the Site, superseding and replacing all previous agreements. You may also be subject to additional terms and conditions or separate agreements regarding specific services we provide, partner or affiliate services, or any purchases/sales you may make through the Site. In the event that these Terms are translated into other languages and there is a discrepancy between the two language versions, the English language version will prevail in all cases to the extent that such discrepancy is the result of an error in translation.

*b. Waiver and Severability* Our failure to enforce any right or provision of these Terms will not operate as a waiver of such right or provision. If any provision of these Terms or the application thereof is held to be invalid or unenforceable for any reason and to any extent, that provision will be considered removed from these Terms; however, the remaining provisions will continue to be valid and enforceable according to the intentions of the Parties and to the maximum extent permitted by law. If it is held that any provision of these Terms is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

*c. Assignment* Your rights and obligations under these Terms, including any accounts, profiles, or personalization settings you may have, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempt to do so will be null and void.



We may freely assign these Terms and our rights and obligations hereunder without notice to you, and these Terms will continue to be binding on assignees.

*d. Cumulative Rights* The rights of all parties under these Terms are cumulative and will not be construed as exclusive of each other unless otherwise required by law.

*e. Law and Jurisdiction* These terms shall be governed by, and will be construed in accordance with the laws of the Singapore as applicable there to.

Any disputes arising out of the operation and/or use of this website shall be settled by arbitration in accordance with the provisions set forth under the Singapore International Arbitration Centre (SIAC) Arbitration Rules in force at the date of this Terms and of which both parties hereto shall be deemed to be cognizant ("the Rules"), by one or more arbitrators appointed in compliance with the Rules.

Seat of arbitration shall be Singapore International Arbitration Centre (SIAC)

Language of arbitration shall be English

#### **24. Electronic Communications**

Electronic communications occur whenever you use the Site, you send us emails, we send you emails, and we post notices on the Site. You consent to receive such electronic communications and agree that the electronic communications, including, without limitation, all notices, terms, disclosures, and agreements, has the same legal effect and satisfy any legal requirement that such communications would satisfy if provided to you in a written hardcopy.

#### **25. Feedback and Complaints**

You hereby assign to us all rights in any feedback or complaints you provide us concerning the Site and agree that we have the right to use and fully exploit all such feedback or complaints in any manner we wish, commercial or otherwise. We will treat all such feedback or complaints as non-confidential and non-proprietary. Do not provide us with any feedback or complaints that you consider confidential or proprietary.

#### **26. Contact Information**

Please report any violations of these Terms to us. If you require any more information or have any questions about these Terms, you may contact us as follows:

GITC Pte. Ltd.

1 Kim Seng Promenade,

#14-12 Great World City,

Postcode 237994,

Singapore

Email: [office@gitc.sg](mailto:office@gitc.sg)

Visitors are granted the limited right to use the website so long as they conform to the requirements set out in the terms.